

RECORDATION NO. 12905-1  
Filed 1425

RECORDATION NO. 12905-2  
Filed 1425

APR 13 1981 12 05 PM  
INTERSTATE COMMERCE COMMISSION  
2655 CAMPUS DRIVE, SAN MATEO, CALIFORNIA 94403

INTERSTATE COMMERCE COMMISSION  
OFFICES

RECORDATION NO. 12905-1  
Filed 1425

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INTERSTATE COMMERCE COMMISSION  
AREA 573-1200

APR 13 1981 12 05 PM

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APR 13 1981 12 05 PM

RECORDATION NO. INTERSTATE COMMERCE COMMISSION  
12905-1

APR 13 1981 12 05 PM

INTERSTATE COMMERCE COMMISSION

APR 13 1981 12 05 PM 1-1034116

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenues, N. W.  
Washington, D.C. 20423

Attention: Mrs. Mildred Lee, Room 2227

Dear Madam Secretary:

No. APR 13 1981  
Date...  
Fee \$...  
ICC Washington, D. C.

There are handed to you herewith, for recording in compliance with the provisions of Section 20c of the Interstate Commerce Commission, four executed original counterparts each of Individual Sale Records Nos. 2 through 7, which are supplemental to the Master Conditional Sale Agreement recorded on February 11, 1981, file number 12905, and Individual Leasing Records Nos. 2 through 7 supplemental to the Master Leasing Agreement also recorded on February 11, 1981, file number 12905-A. Also enclosed is this Company's check in the amount of \$240.00 in payment of the required recording fees.

The following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Conditional Seller:

The Commonwealth Plan, Inc.  
2655 Campus Drive, Suite 200  
San Mateo, California 94403

Name and Address of Conditional Buyer and Lessor:

Southwestern States Management Co.  
701 Commerce Street  
Dallas, Texas 75202

Name and Address of Lessee:

Missouri-Kansas-Texas Railroad Company  
701 Commerce Street  
Dallas, Texas 75202

RECEIVED  
APR 13 12 00 PM '81  
FEE OPERATION BR.  
I.C.C.

Interstate Commerce Commission  
April 13, 1981  
Page Two

General Description of the Equipment Covered by the Agreements:

Individual Sale Record No. 2 and Individual Leasing Record No. 2:

Seventy-four (74) 70-ton covered hopper cars, approximately  
2600 cu. ft. capacity  
Identifying Marks: BKTY 1300, 1302-1374

Individual Sale Record No. 3 and Individual Leasing Record No. 3:

Two (2) 100-ton 60'105" cushion underframe box cars, AAR-XML  
Identifying Marks: BKTY 648, 649

Individual Sale Record No. 4 and Individual Leasing Record No. 4:

Twenty-eight (28) 100-ton covered hopper airslide cars,  
approximately 4180 cu. ft. capacity, AAR-LO  
Identifying Marks: BKTY 1200-1207, 1209-1228

Individual Sale Record No. 5 and Individual Leasing Record No. 5:

Four (4) 70-ton covered hopper airslide cars, 2600 cu. ft.  
capacity, AAR-LO  
Identifying Marks: BKTY 1050-1053

Individual Sale Record No. 6 and Individual Leasing Record No. 6:


Twenty-three (23) 100-ton 50'1" insulated cushion underframe  
box cars, AAR-RBL  
Identifying Marks: BKTY 75-85, 87-98

Individual Sale Record No. 7 and Individual Leasing Record No. 7:

Forty-seven (47) 100-ton covered hopper cars, approximately  
4427 cu. ft capacity  
Identifying Marks: BKTY 1100-1120, 1122-1126, 1128-1135, 1137-1149

When recording of the enclosed documents has been completed,  
will you kindly return to our representative three counterparts  
of each document.

Very truly yours,

  
Robert A. Fuller  
Counsel

RAF/glj  
Enclosures

I.L.R. NO. 1

INDIVIDUAL LEASING RECORD

Effective Date of Lease January 1, 1981

DESCRIPTION OF EQUIPMENT	NUMBER OF UNITS	IDENTIFICATION NUMBERS
70-ton covered hopper cars, approximately 3600 cu. ft. capacity	25	BKTY 1000-1003, 1005-1021, 1023, 1026, 1028, 1029

ACQUISITION COST PER UNIT	AGGREGATE ACQUISITION COST
\$17,000	\$ 425,000

RECORDATION NO. 139051 10  
Filed 105

MAR 20 1981 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Amount of Monthly Interim Rent Covering the  
above Equipment Prior to October 1, 1981:

\$1,875

End of Lease Term: September 30, 1996

The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of, the Equipment described herein. The covenants, terms and conditions of this lease are those contained in a Master Leasing Agreement between the undersigned Lessor and Lessee dated as of December 1, 1980, which covenants, terms and conditions are hereby incorporated by reference.

SOUTHWESTERN STATES MANAGEMENT CO., LESSOR

BY [Signature]  
Vice President

Title \_\_\_\_\_

TOTAL \$ 425,000

Amount of Quarterly Rent on the Aggregate Acquisition Cost  
Commencing October 1, 1981 and Continuing for 60 Quarters:

\$10,448.41

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, LESSEE

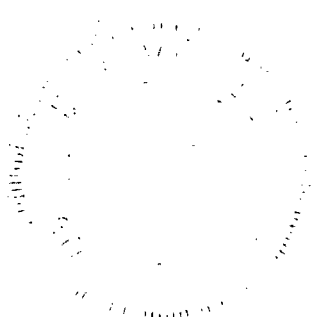
BY [Signature]

Vice President

Title \_\_\_\_\_

STATE OF TEXAS           )  
                                  )  
COUNTY OF DALLAS        )

On this 2nd day of March, 19 81,  
before me personally appeared H. O. Brandt,  
to me personally known, who, being by me duly sworn, says that he is  
Vice President of Southwestern States  
Management Co., that one of the seals affixed to the foregoing instrument  
is the corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority of its  
Board of Directors, and he acknowledged that the execution of the fore-  
going instrument was the free act and deed of said corporation.



Vivian Rossetti  
VIVIAN ROSSETTI                      Notary Public

My Commission expires:

1-16-85

STATE OF TEXAS           )  
                                  )  
COUNTY OF DALLAS        )

On this 2nd day of March, 19 81,  
before me personally appeared K. R. Ziebarth,  
to me personally known, who, being by me duly sworn, says that he is  
Vice President of Missouri-Kansas-Texas  
Railroad Company, that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority of its  
Board of Directors, and he acknowledged that the execution of the fore-  
going instrument was the free act and deed of said corporation.

Fannie Garrett-Meador  
Fannie Garrett-Meador, Notary Public

My Commission expires:

December 10, 1981